

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Lynda T Bui, Trustee 3550 Vine Street, Suite 210 Riverside CA 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: Trustee.Bui@shbllp.com Chapter 7 Trustee <input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION	
In re: JOHN RAYMOND O'NEILL, Debtor(s).	CASE NO.: 6:16-bk-10444-MJ CHAPTER: 7 NOTICE OF SALE OF ESTATE PROPERTY Bids Due by: 8/16/2016 at 5:00 p.m. (California time) Final Bidding Round: At Court Hearing Set Forth Below

Sale Date: August 23, 2016	Time: 10:00 a.m.
Location: Court Hearing: Courtroom 301, 3420 Twelfth St., Riverside, CA 92501 see attached for Bidding Procedures	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** August 9, 2016

Description of property to be sold: 100% of the Estate's interest in the stock of Prestige International Products, Inc.

Terms and conditions of sale: Purchase price of \$5,000, subject to the Bid Procedures set forth on the attached.
The Successful Bidder shall take title to the stock on an "as is" basis, subject to all existing liens and encumbrances and without warranty to the validity, value or marketability of the Estate's title to the stock.
See attached for more information.

Proposed sale price: \$5,000, subject to overbids

Overbid procedure (if any): Bids due by 8/16/2016 at 5:00 p.m. (California time). Final Bidding Round held at the Court hearing on the Sale Motion. Potential bidders must bid an initial amount of at least \$2,000 over the Purchase Price, Minimum bid increments thereafter shall be \$1,000. SEE ATTACHED FOR MORE INFORMATION.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Sale is not free and clear of liens.

Court hearing to be held on August 23, 2016 at 10:00 a.m.

U.S. Bankruptcy Court

3420 Twelfth Street, Courtroom 301

Riverside, CA 92501

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Lynda T. Bui, Chapter 7 Trustee

3550 Vine Street, Suite 201

Riverside, CA 92507

Telephone: (949) 340-3400

Facsimile: (951) 275-9303

Fax: (949) 340-3000

Email: trustee.bui@shbllp.com

Date: 07/18/2016

ATTACHMENTS:

- (1) Statement of Information**
- (2) Sale Motion**
- (3) Proof of Service**

Statement of Information in Compliance with LBR 6004-1(c)(3)

<u>LBR 6004-1(c)(3) Requirement</u>	<u>Information</u>
<i>LBR 6004-1(c)(3)(A)</i> Date, Time, and Place of the hearing on the proposed sale:	Hearing Date and Time: August 23, 2016 at 10:00 a.m. Hearing Place: U.S. Bankruptcy Court 3420 Twelfth Street, Courtroom 301 Riverside, CA 92501
<i>LBR 6004-1(c)(3)(B)</i> Name and address of the proposed buyer:	John Raymond O'Neill, 4829 Chicago Avenue, Riverside, CA 92507
<i>LBR 6004-1(c)(3)(C)</i> Description of the property to be sold:	100% of the stock ("Stock") in the corporation known as "Prestige International Products, Inc." ("Prestige")
<i>LBR 6004-1(c)(3)(D)</i> Terms and conditions of the proposed sale, including the price and all contingencies:	Subject to the Bid Procedures set forth below, the Prestige Stock will be sold to the Debtor for \$5,000, or an amount as increased by successful overbid, pursuant to the terms and conditions set forth in the Agreement for Purchase and Sale of Stock ("Agreement") attached as Exhibit 1 to the Declaration of Lynda T. Bui ("Bui Declaration") annexed to the Sale Motion.
<i>LBR 6004-1(c)(3)(E)</i> Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:	The Debtor or Successful Bidder, as the case may be, shall take title to the Prestige Stock on an "as is" basis, subject to all existing liens and encumbrances and without warranty to the validity, value or marketable of the Estate's title to the Prestige Stock. The Debtor shall not claim an exemption in the proceeds the Estate receives from the sale of the Prestige Stock unless the Compromise Motion scheduled to be heard concurrent with the Sale Motion is not approved by the Court.
<i>LBR 6004-1(c)(3)(F)</i> Whether the proposed sale is subject to higher and better bids:	Yes - See the Bid Procedures.
<i>LBR 6004-1(c)(3)(G)</i> Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:	The Estate is expected to receive \$5,000 or an amount as increased by a successful overbid.
<i>LBR 6004-1(c)(3)(H)</i> If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:	There is no broker that will be involved in the sale transaction, and no escrow company will be utilized. It is anticipated that there will be no costs associated with the sale other than regular administrative costs of the Debtor's Estate.
<i>LBR 6004-1(c)(3)(I)</i> A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	Although it is anticipated there will not be any capital gains tax consequences, at this time, the Trustee does not know for certain what the capital gains taxes liability will be, if any, generated by the sale. In the event that there is any tax liability generated from the sale of the Prestige Stock that is a liability of the Estate, it is anticipated that such taxes will be minimal and will be paid from the proceeds of the sale.
<i>LBR 6004-1(c)(3)(J)</i> Date which objection must be filed and served:	Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by August 9, 2016).

Lynda T Bui, Trustee
3550 Vine Street, Suite 210
Riverside CA 92507
Telephone: (949) 340-3400
Facsimile: (949) 340-3000
Email: Trustee.Bui@shbllp.com

Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION

In re

JOHN RAYMOND O'NEILL,

Debtor.

Case No. 6:16-bk-10444-MJ

Chapter 7

**CHAPTER 7 TRUSTEE'S MOTION FOR
ORDER:**

**(1) APPROVING THE SALE OF
PERSONAL PROPERTY OF THE
ESTATE (STOCK) PURSUANT TO
BANKRUPTCY CODE §363(b)(1),
SUBJECT TO OVERBIDS, COMBINED
WITH NOTICE OF BIDDING
PROCEDURES AND REQUEST FOR
APPROVAL OF THE BIDDING
PROCEDURES UTILIZED; AND**

(2) GRANTING RELATED RELIEF;

**MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATION OF
LYNDA T. BUI IN SUPPORT THEREOF**

Hearing Date:

Date: August 23, 2016

Time: 10:00 a.m.

Place: Courtroom 301

3420 Twelfth Street

Riverside, California 92501

**TO THE HONORABLE MEREDITH A. JURY, UNITED STATES BANKRUPTCY
JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, THE DEBTOR AND ALL
INTERESTED PARTIES AND THEIR COUNSEL OF RECORD:**

1 **I. INTRODUCTION**

2 Lynda T. Bui, the Chapter 7 Trustee ("Trustee") for the bankruptcy estate
3 ("Estate") of John Raymond O'Neill ("Debtor"), brings this *Motion for Order: (1)*
4 *Approving the Sale of Personal Property of the Estate (Stock) Pursuant to Bankruptcy*
5 *Code § 363(b)(1), Subject to Overbids, Combined With Notice of Bidding Procedures*
6 *and Request for Approval of the Bidding Procedures Utilized; and (2) Granting Related*
7 *Relief* ("Sale Motion") and respectfully represents as follows.

8 **II. BACKGROUND FACTS**

9 **A. Case Commencement**

10 The Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code
11 January 19, 2016. The deadline for filing claims is August 19, 2016 (government claims
12 are due by July 18, 2016. In his Schedule E/F, the Debtor listed total general
13 unsecured claims of \$1,406,175.12.

14 **B. The Prestige Stock**

15 In his Schedule A/B, item 19, the Debtor indicated that (i) he is the owner of
16 100% of the stock ("Stock") in the corporation known as "Prestige International
17 Products, Inc." ("Prestige"), and (ii) that Prestige filed its own Chapter 11 bankruptcy on
18 September 26, 2015 in the Central District of California, Case No. 6:15-bk-19497-MJ
19 ("Prestige Case"). In his original Schedule C filed on February 2, 2016 (docket 20), the
20 Debtor claimed an exemption in the Prestige Stock of \$0.00 under C.C.P.
21 §703.140(b)(5). In his Amended Schedule C filed on May 2, 2016 (docket 36), the
22 Debtor claimed an exemption in the Prestige Stock of \$17,832.15 under C.C.P.
23 §703.140(b)(5). Pursuant to a separate agreement with the Debtor for settlement of
24 disputes related to the real property of the Estate, it is contemplated that the Debtor will
25 be amend his Schedule C and will not assert an exemption in the Prestige Stock in any
26 amount. A hearing on the Trustee's Compromise Motion for Court approval of the
27 separate agreement is scheduled concurrent with the hearing on this Sale Motion.

At a Court hearing held on June 8, 2016, the Prestige Case was dismissed with a 180-day bar to refileing.

The Trustee is not aware of any liens or encumbrances impacting the Debtor's interest in the Prestige Stock. However, Prestige itself is involved in litigation matters that may impact the value and/or marketability of the Prestige Stock. Specifically, the Schedules and other documents filed in the Prestige Case indicate that (i) Prestige owns a 1/3 membership interest "1393 Dodson Way, LLC" ("Dodson LLC"), (ii) the other owners of membership interests in Dodson LLC are CodySales, Inc. and Yeeda International, LLC, with each owning a 1/3 interest ("Other Owners"), (iii) the value of Prestige's membership interest in Dodson LLC is \$400,000, (iv) Dodson LLC owns real property located at 1393 Dodson Way, Riverside, California ("Dodson Property"), (v) Prestige and the Other Owners are tenants of the Dodson Property, (vi) Prestige owes back rent to Dodson LLC of at least \$48,044.30, (vii) disputes arose between Prestige, the Debtor and the Other Owners pitting Prestige and the Debtor against the Other Owners, (viii) under the Dodson LLC operating agreement, the disputes were submitted to arbitration and in April 2015, the arbitrator issued an interim award, ordering the dissolution of Dodson LLC and determining the Other Owners (and their respective owners), were the prevailing parties (collectively the "Judgment Creditors", (ix) the arbitrator awarded approximately \$915,000 in attorneys' fees to the Judgment Creditors, which was confirmed by the Superior Court for the County of Riverside, after which the Judgment Creditors aggressively pursued collective efforts, including taking steps to take Prestige's ownership interest in Dodson LLC.

III. RELIEF REQUESTED BY THE SALE MOTION

Through this Sale Motion, subject to the Bid Procedures set forth below, the Trustee seeks a Court order to sell the Prestige Stock to the Debtor for \$5,000, or an amount as increased by successful overbid, pursuant to the terms and conditions set forth in the Agreement for Purchase and Sale of Stock ("Agreement") attached as **Exhibit 1** to the Declaration of Lynda T. Bui ("Bui Declaration"). The Debtor or

1 Successful Bidder, as the case may be, shall take title to the Prestige Stock on an “as
2 is” basis, subject to all existing liens and encumbrances and without warranty to the
3 validity, value or marketability of the Estate’s title to the Prestige Stock. The Debtor
4 shall not claim an exemption in the proceeds the Estate receives from the sale of the
5 Prestige Stock unless the Compromise Motion is not approved by the Court. A hearing
6 on the Compromise Motion is scheduled concurrent with the hearing on this Sale
7 Motion.

8 **IV. NOTICE OF BID PROCEDURES**

9 The Trustee has determined that it would benefit the Estate to permit all
10 interested parties to receive information and bid for the Property instead of selling the
11 Prestige Stock to the Debtor on an exclusive basis. Accordingly, in order to obtain the
12 highest and best offer for the benefit of the creditors of this Estate, the Trustee also
13 seeks Court approval of the following bid procedures (“Bid Procedures”) (the Debtor is
14 referred to as the “Buyer” in the following Bid Procedures):

15 a. Potential bidders must bid an initial amount of at least \$2,000 over the
16 Purchase Price, or \$7,000. Minimum bid increments thereafter shall be \$1,000. The
Trustee shall have sole discretion in determining which overbid is the best for the Estate
and will seek approval from the Court of the same.

17 b. Bids must be in writing and be received by the Trustee on or before
18 5:00 p.m. (California time) that date that is seven days prior to the Court hearing on the
Trustee’s motion for a Court order approving the sale of the Prestige Stock (“Sale
19 Motion”). Bids must be accompanied by certified funds in an amount equal to three
percent of the overbid purchase price.

20 c. The bidder must also provide evidence of having sufficient specifically
21 committed funds to complete the transaction or a lending commitment for the bid
amount and such other documentation relevant to the bidder’s ability to qualify as the
22 purchaser of Prestige Stock and ability to close the sale and immediately and
unconditionally pay the winning bid purchase price at closing.

23 d. The bidder must seek to acquire the Prestige Stock on terms and
24 conditions not less favorable to the Estate than the terms and conditions to which the
Buyer has agreed to purchase the Prestige Stock as set forth in the Agreement with the
25 Buyer including no contingencies and closing on the sale in the same time parameters
as the Buyer.

26 e. All competing bids must acknowledge that the Prestige Stock is being
27 sold on an “AS IS” basis without warranties of any kind, expressed or implied, being
given by the Seller, concerning the condition of the Prestige Stock or the quality of the
28 title thereto, or any other matters relating to the Prestige Stock. The competing bid
buyer must represent and warrant that he/she is purchasing the Prestige Stock as a
result of their own investigations and are not buying the Prestige Stock pursuant to any
representation made by any broker, agent, accountant, attorney or employee acting at
the direction, or on the behalf of the Seller. The competing bidder must acknowledge

that he/she has inspected the Prestige Stock, and upon closing of sale transaction governed by the Agreement, the Buyer forever waives, for himself/herself, their heirs, successors and assigns, all claims against the Debtor, their attorneys, agents and employees, the Debtor's Estate, Lynda T. Bui as Trustee and individually, and the law firm of which she is associated, Shulman Hodges & Bastian LLP, here agents and employees, arising or which might otherwise arise in the future concerning the Prestige Stock.

f. If overbids are received, the final bidding round shall be held at the hearing on the Trustee's Sale Motion seeing approval of the Agreement and the sale of the Prestige Stock, or if rescheduled, upon telephonic notice to the Buyer and the parties having submitted overbids in order to allow all potential bidders the opportunity to overbid and purchase the Prestige Stock. At the final bidding round, the Trustee will, in the exercise of her business judgment and subject to Court approval, accept the bidder who has made the highest and best offer to purchase the Prestige Stock, consistent with the Bid Procedures ("Successful Bidder"). At the hearing on the Sale Motion, the Trustee will seek entry of an order, inter alia, authorizing and approving the sale of the Prestige Stock to the Successful Bidder. The hearing on the Sale Motion may be adjourned or rescheduled without notice other than by an announcement of the adjourned date at the hearing on the Sale Motion. In the event the Successful Bidder fails to close on the sale within the time parameters approved by the Court, the Trustee shall retain the Successful Bidder's deposit and will be released from her obligation to sell the Prestige Stock to the Successful Bidder and may then sell the Prestige Stock to the First Back-Up Bidder approved by the Court. In the event First Back-Up Bidder fails to close on the sale within the time parameters approved by the Court, the Trustee shall retain the First Back-Up Bidder's deposit and will be released from the obligation to sell the Prestige Stock to the First Back-Up Bidder and may then sell the Prestige Stock to the Second Back-Up Bidder approved by the Court..

The Bid Procedures will be set forth in the Notice of the Sale Motion. The Bid Procedures will be provided to all creditors and any potential bidders or parties who have shown an interest in the Prestige Stock (to date no parties have expressed an interest). In addition, a Notice of Sale of Estate Property will be filed with the Court for posting on the Court's website under the link "Current Notices of Sales", thereby giving notice to additional potential interested parties. Based on the foregoing, the Trustee believes that under the circumstances of this case, the Prestige Stock will have been appropriately marketed for overbidding.

V. ARGUMENT¹

A. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of the Estate.

The duties of a trustee in a Chapter 7 filing are enumerated in 11 U.S.C. §704, which provides in relevant part as follows:

(a) The trustee shall—

(1) collect and reduce to money the property of the estate for which such trustee serves, and close such estate as expeditiously as is compatible with the best interests of parties in interest;

(2) be accountable for all property received;

...

Further, the Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good business reason for the sale and the sale is in the best interests of the estate. *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983). In this case, the sale is anticipated to net the Estate \$5,000, or an amount as increased by successful overbid.

B. The Court as the Authority to Approve the Bidding Procedures

Implementation of the Bid Procedures is an action outside of the ordinary course of the business. Bankruptcy Code Section 363(b)(1) provides that a trustee “after notice and hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Furthermore, under Bankruptcy Code Section 105(a), “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Thus, pursuant to Bankruptcy Code sections 363(b)(1) and 105(a), this Court may approve the Bid Procedures, which assist the Trustee to obtain the best possible price on the best possible terms for the Prestige Stock.

¹ Although Local Bankruptcy Rule 6004-1(c)(2)(C) does not require that a memorandum of points and authorities be filed in support of the Sale Motion, the Trustee is nevertheless submitting one.

C. The Court has the Authority to Waive the Fourteen-Day Stay of Sale

Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing the use, sale or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P. 6004(h). The Trustee desires to close the sale of the Prestige Stock as soon as practicable after entry of an order approving the sale. Accordingly, the Trustee requests that the Court, in the discretion provided it under Federal Rule of Bankruptcy Procedure 6004(h), waive the fourteen-day stay requirement.

VI. CONCLUSION

WHEREFORE, based upon the foregoing, the Trustee respectfully submits that good cause exists for granting the Sale Motion and requests that the Court enter an order as follows:

1. Approving the Bid Procedures.
2. Authorizing the Trustee to sell the Prestige Stock on an as-is, where-is basis, without any warranties or representations, to the Debtor (or Successful Bidder) for \$5,000, or an amount as increased by successful overbid, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Stock attached as **Exhibit 1**.
3. Authorizing the Trustee to sign any and all documents convenient and necessary in pursuit of the sale of the Prestige Stock pursuant to the terms of the Agreement governing the sale, including but not limited to any and all conveyances contemplated by the sale.
4. A determination by the Court that the Buyer is in good faith pursuant to Bankruptcy Code Section 363(m).

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1 5. Waiving the fourteen day stay of the order approving the sale under
2 Federal Rules of Bankruptcy Procedure 6004(h) such that the sale can close as soon as
3 possible after entry of the Court order approving the Sale Motion.

4 6. For such other and further relief as the Court deems just and proper under
5 the circumstances of this case.

6
7 Dated: July 18, 2016

/s/ Lynda T. Bui

8
9 Lynda T. Bui
Solely in her capacity as the Chapter 7 Trustee
for the bankruptcy estate of
John Raymond O'Neill

DECLARATION

DECLARATION OF LYNDA T. BUI

I, Lynda T. Bui, declare:

1. I am the duly appointed, qualified and acting Chapter 7 Trustee for the bankruptcy estate of In re John Raymond O'Neill, Case No. 6:16-bk-10444-MJ ("Debtors"). I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto, except where matters are stated on information and belief, in which case I am informed and believe that the facts so stated are true and correct.

2. I make this Declaration in support of my *Motion for Order: (1) Approving the Sale of Personal Property of the Estate ("Stock") Pursuant to Bankruptcy Code § 363(b)(1), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; and (2) Granting Related Relief ("Sale Motion")*. Unless otherwise noted, capitalized terms herein have the meaning as set forth in the Sale Motion.

3. In his Schedule A/B, item 19, the Debtor indicated that (i) he is the owner of 100% of the stock ("Stock") in the corporation known as "Prestige International Products, Inc." ("Prestige"), and (ii) that Prestige filed its own Chapter 11 bankruptcy on September 26, 2015 in the Central District of California, Case No. 6:15-bk-19497-MJ ("Prestige Case"). In his Schedule C, the Debtor claimed an exemption in the Prestige Stock of \$0.00 under C.C.P. §703.140(b)(5). Pursuant to a separate agreement with the Debtor for settlement of disputes related to the real property of the Estate, it is contemplated that the Debtor will be amend his Schedule C and will not assert an exemption in the Prestige Stock in any amount. A hearing on my Compromise Motion for Court approval of the separate agreement is scheduled concurrent with the hearing on this Sale Motion.

4. At a Court hearing held on June 8, 2016, the Prestige Case was dismissed with a 180-day bar to refiling.

5. I am not aware of any liens or encumbrances impacting the Debtor's interest in the Prestige Stock. However, Prestige itself is involved in litigation matters

1 that may impact the value and/or marketability of the Prestige Stock. Specifically, the
2 Schedules and other documents filed in the Prestige Case indicate that (i) Prestige owns
3 a 1/3 membership interest "1393 Dodson Way, LLC" ("Dodson LLC"), (ii) the other
4 owners of membership interests in Dodson LLC are CodySales, Inc. and Yeeda
5 International, LLC, with each owning a 1/3 interest ("Other Owners"), (iii) the value of
6 Prestige's membership interest in Dodson LLC is \$400,000, (iii) Dodson LLC owns real
7 property located at 1393 Dodson Way, Riverside, California ("Dodson Property"), (iv)
8 Prestige and the Other Owners are tenants of the Dodson Property, (v) Prestige owes
9 back rent to Dodson LLC of at least \$48,044.30, (vi) disputes arose between Prestige,
10 the Debtor and the Other Owners pitting Prestige and the Debtor against the Other
11 Owners, (vii) under the Dodson LLC operating agreement, the disputes were submitted
12 to arbitration and in April 2015, the arbitrator issued in interim award, ordering the
13 dissolution of Dodson LLC and determining the Other Owners (and their respective
14 owners), were the prevailing parties (collectively the "Judgment Creditors", (viii) the
15 arbitrator awarded approximately \$915,000 in attorneys' fees to the Judgment Creditors,
16 which was confirmed by the Superior Court for the County of Riverside, after which the
17 Judgment Creditors aggressively pursued collective efforts, including taking steps to take
18 Prestige's ownership interest in Dodson LLC.

19 6. Through my Sale Motion, subject to the Bid Procedures, I seek a Court
20 order to sell the Prestige Stock to the Debtor for \$5,000, or an amount as increased by
21 successful overbid, pursuant to the terms and conditions set forth in the Agreement for
22 Purchase and Sale of Stock ("Agreement") attached hereto as **Exhibit 1**.

23 7. The Debtor or Successful Bidder, as the case may be, shall take title to the
24 Prestige Stock on an "as is" basis, subject to all existing liens and encumbrances and
25 without warranty to the validity, value or marketability of the Estate's title to the Prestige
26 Stock. The Debtor shall not claim an exemption in the proceeds the Estate receives
27 from the sale of the Prestige Stock.

28 8. I have no relationship with the Debtor other than as the Trustee for the

Debtor's Estate and as buyer/seller for the transaction for the sale of the Prestige Stock.
There was no self-dealing associated with this sale.

9. The Estate does not have the funds to obtain a formal written appraisal of the Prestige Stock. Based on the Debtor's Schedules and information regarding Prestige discussed above, I believe (i) that the value of the Prestige Stock is difficult to ascertain due to the status of the corporation's financial and legal affairs, and (ii) based on the matters discussed above, the employment of a broker to market the Prestige Stock for sale is not warranted. Accordingly, there is no broker that will be involved in the sale transaction, and no escrow company will be utilized. It is anticipated that there will be no costs associated with the sale other than regular administrative costs of the Debtor's Estate.

10. I have determined that it would benefit the Estate to permit all interested parties to receive information and bid for the Property instead of selling the Prestige Stock to the Debtor on an exclusive basis. Accordingly, in order to obtain the highest and best offer for the benefit of the creditors of this Estate, I also seek Court approval of the bid procedures ("Bid Procedures") described in the Sale Motion. The Bid Procedures will be set forth in the Notice of the Sale Motion. The Bid Procedures will be provided to all creditors and any potential bidders or parties who have shown an interest in the Prestige Stock (to date no parties have expressed an interest). In addition, a Notice of Sale of Estate Property will be filed with the Court for posting on the Court's website under the link "Current Notices of Sales", thereby giving notice to additional potential interested parties. Based on the foregoing, I believe that under the circumstances of this case, the Prestige Stock will have been appropriately marketed for overbidding.

11. I believe that the proposed sale, subject to overbids, will be at fair market value. Given that the sale is subject to overbids, it is anticipated that the Estate will receive the best and highest value for the Prestige Stock and therefore the proposed sale price is fair and reasonable.

12. Although it is anticipated there will not be any capital gains tax consequences, at this time, I do not know for certain what the capital gains taxes liability will be, if any, generated by the sale. In the event that there is any tax liability generated from the sale of the Prestige Stock that is a liability of the Estate, it is anticipated that such taxes will be minimal and will be paid from the proceeds of the sale.

13. For the reasons set forth in the Sale Motion and this Declaration, I respectfully request that the Court grant the Sale Motion so that I do not lose this favorable business opportunity to net a substantial amount of money for the Estate.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on July 18, 2016, at Riverside, California.

/s/ Lynda T. Bui

Lynda T. Bui

EXHIBIT 1

Purchase Agreement

AGREEMENT FOR PURCHASE AND SALE OF STOCK

This Agreement for Purchase and Sale of Stock ("Agreement") is entered into on this **10th day of June, 2016**, by and between **Lynda T. Bui, sole and exclusively in her capacity as Chapter 7 Trustee** ("Seller" or "Trustee") for the bankruptcy estate ("Estate") of ***In re John Raymond O'Neill, Case No. 6:16-bk-10444-MJ***, and **John Raymond O'Neill** ("Debtor" or "Buyer"), pursuant to the terms and conditions as follows:

I. RECITALS

WHEREAS, the Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on January 19, 2016. Lynda T. Bui is the Chapter 7 Trustee of Debtor's Estate.

WHEREAS, in his Schedule A/B, item 19, the Debtor indicated that (i) he is the owner of 100% of the stock ("Stock") in the corporation known as "Prestige International Products, Inc." ("Prestige"), and (ii) that Prestige filed its own Chapter 11 bankruptcy on September 26, 2015 in the Central District of California, Case No. 6:15-bk-19497-MJ ("Prestige Case").

WHEREAS, at a Court hearing held on June 8, 2016, the Prestige Case was dismissed with a 180-day bar to refiling.

II. AGREEMENT

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Seller desires to sell and Buyer desires to purchase, upon the terms and conditions hereinafter set forth, the Estate's interest in the Prestige Stock.

A. Purchase Price, Bid Procedures

1. **Purchase Price:** subject to the Bid Procedures set forth below, Buyer agrees to pay to \$5,000 for the purchase of the Estate's interest in the Prestige Stock, or an amount as increased by successful overbid. The Purchase Price shall be made in immediately available funds in the form of either a money order or cashier's check payable to the order of "*Lynda T. Bui, Trustee for the Estate of In re John Raymond O'Neill, Case No. 6:16-bk-10444-MJ*" and delivered within five calendar days after the date of entry of the Court order approving this Agreement to the Trustee's office located at 3550 Vine Street, Suite 201, Riverside, CA 92507.

2. **Bid Procedures:** Potential bidders must bid an initial amount of at least \$2,000 over the Purchase Price, or \$7,000. Minimum bid increments thereafter shall be \$1,000. Subject to approval of the Court, the Trustee shall have sole discretion in determining (i) the other procedures to be utilized for bidding, (ii) which overbid is the best for the Estate.

B. Additional Terms

1. **Transfer of Title:** Seller shall convey the Estate's interest in the Prestige Stock "as is", subject to all existing liens and encumbrances and without warranty to the validity, value or marketability of the Estate's title to the Prestige Stock. The Buyer is

purchasing the Estate's interest in the Prestige Stock based upon his own independent investigation as to the Estate's interest in the Prestige Stock. **The Debtor shall not claim an exemption in the proceeds the Estate receives from the sale of the Prestige Stock unless the Compromise Motion on the Alder and Chicago properties is not approved by this Court.**

2. Court Approval: Seller agrees to proceed in good faith to obtain Bankruptcy Court approval of the sale. THE AGREEMENT IS EXPRESSLY CONTINGENT UPON SELLER OBTAINING BANKRUPTCY COURT APPROVAL OF THE SALE. Seller makes no warranties, either express or implied, as to her ability to obtain said approval of the Bankruptcy Court, and in the event that the Seller is unable to obtain said approval, the Buyer its agents, successors and assigns shall hold the Seller, her attorneys, agents and brokers harmless from any and all damages which the Buyer may allege it has suffered as a result thereof. The Parties are bound by this Agreement subject only to Bankruptcy Court approval and waive any right to object to approval by the Bankruptcy Court.

3. Purchase Without Warranties: Buyer acknowledges that he is purchasing the Prestige Stock from the Seller "AS IS - WHERE IS" basis without representations or warranties of any kind, express or implied, being given by the Seller, concerning the value, condition or fitness of purpose for any use thereof, in particular - subject to all existing liens and encumbrances against the Prestige Stock. Buyer represents and warrants that he is purchasing the Prestige Stock as a result of his own investigations and is not buying the Estate's interest in the Prestige Stock pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction or on behalf of the Seller. Buyer acknowledges that Buyer has investigated the value of the Prestige Stock, and upon Bankruptcy Court approval of this Agreement, Buyer forever waives, for himself, and his successors and assigns, any and all claims against the Estate and the Seller, both as Trustee and individually, and her attorneys, agents, and employees, arising or which might otherwise arise in the future concerning the Prestige Stock.

4. Trustee's Liability: Buyer acknowledges that the Trustee is acting in her official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to this Agreement or the Prestige Stock. In the event that Trustee fails or refuses to complete the transaction for any reason, then the limit of Trustee's liability is only to immediately upon demand return any money paid to the Trustee by the Buyer, without deduction. All other liability of the Trustee, or her agents or attorneys, is hereby released. Prior to the closing of sale the Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the Prestige Stock that is the subject of this transaction and Agreement; and all disputes arising before and after closing shall be resolved in the Bankruptcy Court.

5. Bankruptcy Court Jurisdiction: The Bankruptcy Court shall retain jurisdiction over any dispute which arises under this Agreement.

6. Attorneys' Fees: In any action between Buyer and Seller arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

7. Written Modification and Amendment: Any modifications or amendments to this Agreement must be in writing and signed by the Buyer and the Seller.

8. Entire Agreement: This Agreement supersedes all other offers. No part of any previous offers shall be used to interpret the terms of this Agreement. This contract

contains the entire agreement of the parties hereto and any agreement or representation not set forth expressly herein is of no effect.

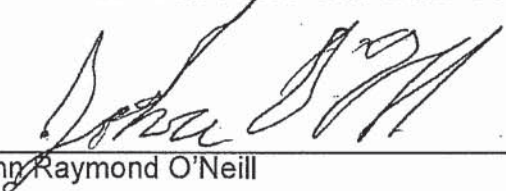
9. Time for Performance: Time is of the essence of this Agreement and failure to comply with any provision herein shall be a material breach of this Agreement.

10. Counterparts: This Agreement may be executed in more than one counterpart, each of which is so executed shall be deemed an original, and said counterparts together shall constitute one and the same instrument.

All Parties hereto acknowledge and represent that they had a reasonable opportunity to consult with separate legal counsel of their choosing before entering into and executing this Agreement. The Parties, and each of them, understand the meaning of this Agreement and expressly consent that this Agreement shall be given full force and effect according to each and all of its express terms and provisions. All Parties acknowledge that they are executing and delivering this Agreement after having received from legal counsel of their own choosing legal advice as to their respective rights hereunder and the legal effect hereof.

I THE BUYER HEREIN, HAVE REVIEWED THE FOREGOING AGREEMENT AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH, AND FURTHER AGREE TO PURCHASE THE PRESTIGE STOCK PURSUANT TO THE FOREGOING TERMS AND CONDITIONS.

Dated: July 14, 2016


John Raymond O'Neill

I, THE SELLER HEREIN, AGREE TO SELL THE PRESTIGE STOCK PURSUANT TO THE FOREGOING TERMS AND CONDITIONS.

Dated: July , 2016

Lynda T. Bui, in her sole capacity as Trustee for the Debtor's Estate, and not in her individual capacity, or as a member of the law firm of Shulman Hodges & Bastian LLP

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Dated: July 14, 2016



Lynda T. Bui, in her sole capacity as Trustee for the Debtor's Estate, and not in her individual capacity, or as a member of the law firm of Shulman Hodges & Bastian LLP

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **100 Spectrum Center Drive, Suite 600, Irvine, California 92618**

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **July 18, 2016**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Lynda T. Bui (TR)** trustee.bui@shblp.com, C115@ecfcbis.com *Chapter 7 Trustee*
- **Julian T Cotton** Julian.Cotton@BuckleyMadole.com *Attorney for Toyota Motor Credit Corporation*
- **Margaret E Garms** margaret@parkinsonphinney.com *NEF for Interested Party*
- **Robert P Goe** kmurphy@goeforlaw.com, rgoe@goeforlaw.com, goeforecf@gmail.com *Attorney for CodySales, Inc.*
- **D Edward Hays** ehays@marshackhays.com, ecfmarshackhays@gmail.com *NEF for Interested Party*
- **Kenneth D Peters** kpeters@dresslerpeters.com, rmccandless@dresslerpeters.com *Attorney for Direct Capital Corporation*
- **Summer M Shaw** ss@dshapc.com, ecf4jdlaw@gmail.com *Attorney for Debtor*
- **Ashley M Teesdale** ateesdale@marshackhays.com, ecfmarshackhays@gmail.com *NEF for Interested Party*
- **United States Trustee (RS)** ustregion16.rs.ecf@usdoj.gov *United States Trustee*

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **July 18, 2016**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **Not Applicable**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 18, 2016

Date

Lorre Clapp

Printed Name

/s/ Lorre Clapp

Signature

EMAIL SERVICE LIST

Potential Bidders:

Greg Royston
greg@groystonlaw.com

Jerry Fink
jerryfink@earthlink.net

David Pullman
dpullman@pullmanbonds.com

U.S. MAIL SERVICE LIST

Judge's Copy:

Hon Meredith A. Jury, U.S. Bankruptcy Court, 3420 Twelfth St, Ste 325, Riverside, CA 92501

Debtor, Creditors and Parties in Interest:

DEBTOR

JOHN RAYMOND O'NEILL
PO BOX 53467
RIVERSIDE, CA 92517-4467

COURT MAILING LIST

DIRECT CAPITAL CORPORATION
C/O KENNETH D. PETERS
DRESSLER PETERS, LLC
70 W. HUBBARD ST.
STE. 200
CHICAGO, IL 60654-5677

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EMPLOYMENT DEVELOPMENT DEPT.
BANKRUPTCY GROUP MIC 92E
P.O. BOX 826880
SACRAMENTO, CA 94280-0001

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FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS: A-340
P.O. BOX 2952
SACRAMENTO, CA 95812-2952

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18101 VON KARMAN AVE., STE. 1200
IRVINE, CA 92612-7119

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2277 HIGHWAY 36 WEST, SUITE 100
ROSEVILLE, MN 55113-3896

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870 ROOSEVELT
IRVINE, CA 92620-3663

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TOYOTA MOTOR CREDIT CORPORATION
14841 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254-7883

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RIVERSIDE DIVISION
3420 TWELFTH STREET,
RIVERSIDE, CA 92501-3819

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1393 DODSON WAY, LLC
1393 DODSON WAY
RIVERSIDE, CA 92507-2073

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AT&T
PO BOX 5025
CAROL STREAM, IL 60197-5025

COURT MAILING LIST

ARROWHEAD DIRECT
PO BOX 856158
LOUISVILLE, KY 40285-6158

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C/O LAW OFFICES OF TONY T. LIU
1851 E. FIRST STREET
SUITE 900
SANTA ANA, CA 92705-4066

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BLUELIX
PO BOX 31001-1362
PASADENA, CA 91110-0001

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CAL PANEL
PO BOX 3250
CERRITOS, CA 90703-3250

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CITY OF RIVERSIDE
CUSTOMER RESOURCE CENTER
3025 MADISON STREET
RIVERSIDE, CA 92504-4480

COURT MAILING LIST

CITY OF RIVERSIDE PUBLIC UTILITIES
3901 ORANGE ST
RIVERSIDE CA 92501-3610

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CODYSALES, INC.
1393 DODSON WAY, SUITE A
ATTN: AGENT FOR SERVICE OF PROCESS,
MARIUS J A PASTOOR
RIVERSIDE, CA 92507-2073

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CODYSALES, INC.
1393 DODSON WAY, SUITE A
RIVERSIDE, CA 92507-2073

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23902 VIA DE GEMA LINDA
MURRIETA, CA 92562-2063

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COLLINS AND COMPANY
17880 COMMERCE DRIVE
BRISTOL, IN 46507-9218

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DECOTONE SURFACES
520 SOUTH AVE
GARWOOD, NJ 07027-1237

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E B BRADLEY CO
1150 N RED GUM ST UNIT A
ANAHEIM CA 92806-2500

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FRANCHISE TAX BOARD
BANKRUPTCY SECTION, MS: A-340
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SACRAMENTO, CA 95812-2952

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HALLMARK BUILDING SUPPLIES, INC.
2120 PEWAUKEE ROAD
WAUKESHA, WI 53188-2491

COURT MAILING LIST

NISSAN MOTOR ACCEPTANCE
CORPORATION
LOSS RECOVERY
PO BOX 660366
DALLAS TX 75266-0366

COURT MAILING LIST

KANAK
321 HOVAN DRIVE
FORT WAYNE, IN 46825-5260

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2420 N FORBES
CLAREMONT, CA 91711-1717

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PHILADELPHIA, PA 19101-7346

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PASADENA, CA 91101-4107

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ATTN: DANA C GRINESTAFF, ESQ.
TEMECULA, CA 92590-3615

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PRESTIGE INTERNATIONAL PRODUCTS
INC
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RIVERSIDE, CA 92509-2409

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RIVERSIDE COUNTY TAX COLLECTOR
DON KENT, TREASURER
P.O. BOX 12005
RIVERSIDE, CA 92502-2205

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LLC
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RIVERSIDE, CA 92509-2409

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PO BOX 514015
LOS ANGELES, CA 90051-4015

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TREASURER
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PO BOX 7949
OVERLAND PARK KS 66207-0949

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PO BOX 5855
WINFIELD, IL 60190-5855

COURT MAILING LIST

UPS
PO BOX 894820
LOS ANGELES, CA 90189-4820

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WELLS FARGO BANK, NA
101 N PHILLIPS AVE
ATTN: OFFICER, DIRECTOR OR
MANAGING
AGENT
SIOUX FALLS, SD 57104-6738

COURT MAILING LIST

WELLS FARGO HOME MORTGAGE
P.O. BOX 14547
DES MOINES, IA 50306-3547

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ZION FIRST NATIONAL BANK
C/O PARKINSON PHINNEY
400 CAPITOL MALL, STE 2560
ATTN: MARGARET E GARMS
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440 PACIFIC AVENUE
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